

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES, entered into this the
2nd day of February, 2003, by and between
Superior Unlimited LLC, of the City of Southaven,
County of Desoto, State of Mississippi,
hereinafter referred to as "BORROWER" and BANCORPSOUTH BANK, of the
City of Southaven, State of Mississippi,
hereinafter referred to as "LENDER" and

WHEREAS, BORROWER has executed a Promissory Note and Deed of
Trust in favor of LENDER in the sum of One Million Dollars &
no/100

Dollars (\$ 1,000,000.00) secured by that Borrower's fee
simple interest in that certain real property as described in
Exhibit "A" attached hereto and made a part hereof, and

WHEREAS, BORROWER desires to further secure LENDER, and LENDER
has required as additional security for the payment of the
indebtedness an assignment of leasehold interest, rents, profits
and income derived of and from the above described real estate, in
case of default in the payment of any sums maturing, including
taxes and insurance, falling due and as further security for the
performance of all the terms and conditions expressed in the
Promissory Note and Deed of Trust.

BORROWER for and in consideration of One Million
Dollars and no/100

Dollars (\$ 1,000,000.00) and other valuable
consideration, the receipt of which is acknowledged, assigns,
transfers and sets over to LENDER, any and all leasehold interest
in that certain real property known as 1630 Goodman Road

and being situated in the City of Southaven

Desoto County,
Mississippi, together with any and all rents, profits and
income derived from the real property; and all rights title and
interest in any dwellings, buildings or other improvements thereon,
with full and complete authority and right in LENDER, in case of

Prepaid by:
Shane McLarty
BancorpSouth
7125 Airways
Southaven, MS 38671
NA

STATE MS - DESOTO CO.

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default in the payment of the indebtedness or any part thereof or failure to comply with any of the terms and conditions of the Promissory Note, Deed of Trust or other security instruments; to demand, collect, receive and receipt for such rents, income and profits, to take possession of the premises without having a receiver appointed therefor, to rent and manage the same from time to time and apply the net proceeds of the rents, income and profits from the property on the indebtedness until all delinquencies, advances and the indebtedness are paid in full by the application of rents, or until title is obtained through foreclosure or otherwise.

WITNESS the execution of this instrument by the duly authorized members of Superior Unlimited, A LIMITED LIABILITY COMPANY, on this the 2nd day of February, 2003, 2003.

Superior Unlimited LLC

BY:

B. L. Sanders Member

BY:

Ferry Burnett Member

STATE OF Mississippi

COUNTY OF Desoto

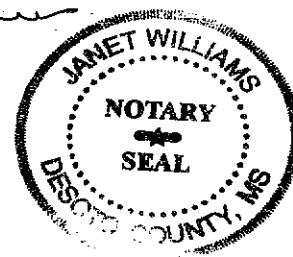
Personally appeared before me, the undersigned authority within and for the County and State aforesaid, B. L. Sanders who acknowledged that he is the member of Superior Unlimited LLC and that for and on behalf of the said limited liability company, and as its act and deed, he signed and delivered the above and foregoing instrument on the day and year therein mentioned, after first having been duly authorized to do so by the Operating Agreement of said company.

Given under my hand and official seal, this the 2nd day of February, 2003.

Janet Williams
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

MY COMMISSION EXPIRES:
JUNE 18, 2006



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STATE OF Mississippi
COUNTY OF Desoto

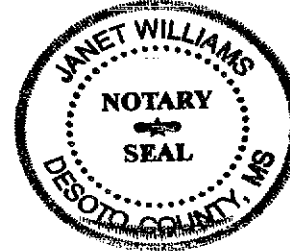
Personally appeared before me, the undersigned authority, within and for the County and State aforesaid, Derry Burnett who acknowledged that he is the member of Superior Unlimited LLC and that for and on behalf of the said limited liability company, and as its act and deed, he signed and delivered the above and foregoing instrument on the day and year therein mentioned, after first having been duly authorized to do so by the Operating Agreement of said company.

Given under my hand and official seal, this the 2 day of February, 2003.

Janet Williams
NOTARY PUBLIC

MY COMMISSION EXPIRES:

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JUNE 18, 2006



Lot 8, Golden Oaks Commercial Subdivision, located in Section 29, Township 1 South, Range 7 West, DeSoto County, Mississippi, as recorded in Plat Book 63, Page 45 in the office of the Chancery Clerk of DeSoto County, Mississippi.